

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION

UNITED STATES OF AMERICA

Criminal No: 2:19-918-RMG-1

v.

PLEA AGREEMENT

CLINTON KNIGHT  
a/k/a "Bo Knight"  
a/k/a "Wayne Knight"

General Provisions

This PLEA AGREEMENT is made this 14<sup>th</sup> day of December, 2021, between the United States of America, as represented by United States Attorney M. RHETT DEHART, Assistant United States Attorney Alessandra Stewart; the Defendant, **CLINTON KNIGHT, a/k/a "Bo Knight", a/k/a "Wayne Knight",** and Defendant's attorney, J. Scott Bischoff, II.

IN CONSIDERATION of the mutual promises made herein, the parties agree as follows:

1. The Defendant agrees to waive arraignment and plead guilty to an Information charging one misdemeanor count of Conflict of Interest - Acts affecting a personal financial interest, in violation of Title 18, U.S.C. § 208.

In order to sustain its burden of proof, the Government is required to prove the following:

Count 1

- A. Defendant was an officer/employee of executive branch of the United States;
- B. Defendant participated personally and substantially in a judicial or other proceeding, application, contract, claim, controversy, charge, accusation, arrest, or other particular matter;
- C. Defendant's participation was through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise;
- D. Defendant and/or defendant's spouse had a financial interest in the particular matter; and
- E. Defendant acted knowingly.

The penalty for this offense is:

**Up to one year imprisonment, a \$100,000 fine, a term of supervised release of one year, and a special assessment of \$25.**

- 2. The Defendant understands and agrees that monetary penalties [i.e., special assessments, restitution, fines and other payments required under the sentence] imposed by the Court are due and payable immediately and subject to enforcement by the United States as civil judgments, pursuant to 18 U.S.C. § 3613. In the event the Court imposes a schedule for payment, the Defendant also understands that payments made in accordance with

installment schedules set by the Court are minimum payments only and do not preclude the Government from seeking to enforce the judgment against other assets of the Defendant at any time, as provided in 18 U.S.C. §§ 3612, 3613 and 3664(m) .

The Defendant further agrees to enter into the Bureau of Prisons Inmate Financial Repayment Program if sentenced to a term of incarceration with an unsatisfied monetary penalty. The Defendant further understands that any monetary penalty imposed is not dischargeable in bankruptcy.

A. Special Assessment: Pursuant to 18 U.S.C. § 3013, the Defendant must pay a special assessment of \$25 for each Class A misdemeanor count for which he is convicted. This special assessment must be paid at or before the time of the guilty plea hearing, or during participation in the Bureau of Prisons Inmate Financial Repayment Program if this plea results in incarceration.

B. Restitution: The Defendant agrees to make full restitution under 18 U.S.C. § 3556 in an amount to be determined by the Court at the time of sentencing, which amount is not limited to the count(s) to which the Defendant pled guilty, but

will include restitution to each and every identifiable victim who may have been harmed by his scheme or pattern of criminal activity, pursuant to 18 U.S.C. § 3663. The Defendant agrees to cooperate fully with the Government in identifying all victims. Upon demand, the Defendant shall submit a personal financial statement under oath and submit to interviews by the Government and the U.S. Probation Office regarding the Defendant's capacity to satisfy any fines or restitution. The Defendant expressly authorizes the U.S. Attorney's Office to immediately obtain a credit report on the Defendant in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. The Defendant understands that the Defendant has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the Court.

- C. Fines: The Defendant understands that the Court may impose a fine pursuant to 18 U.S.C. §§ 3571 and 3572. **Specifically, the parties agree that a maximum fine of \$100,000 is appropriate in this case in lieu of restitution.**

3. Provided the Defendant complies with all the terms of this Agreement, the United States agrees to move to dismiss the filed Indictment as to all defendants in this case at sentencing. The Defendant understands that the Court may consider these dismissed counts as relevant conduct pursuant to §1B1.3 of the United States Sentencing Commission Guidelines.
4. The Defendant understands that the obligations of the Government within the Plea Agreement are expressly contingent upon the Defendant's abiding by federal and state laws and complying with any bond executed in this case. In the event that the Defendant fails to comply with any of the provisions of this Agreement, either express or implied, the Government will have the right, at its sole election, to void all of its obligations under this Agreement and the Defendant will not have any right to withdraw his plea of guilty to the offense(s) enumerated herein.

**Merger and Other Provisions**

5. The Defendant, understands and agrees that by pleading guilty to an offense involving dishonesty or a breach of trust, or money-laundering, as set forth in 12 U.S.C. §§ 1785 and 1829, the Defendant is prohibited from controlling or participating, directly or indirectly, in the conduct of

affairs of any federally-insured bank or credit union, and is prohibited from serving as any director, officer, employee, agent, controlling stockholder, or other institution-affiliated party of any federally-insured bank or credit union without prior written consent pursuant to federal law.

6. The Defendant represents to the Court that he has met with his attorney on a sufficient number of occasions and for a sufficient period of time to discuss the Defendant's case and receive advice; that the Defendant has been truthful with his attorney and related all information of which the Defendant is aware pertaining to the case; that the Defendant and his attorney have discussed possible defenses, if any, to the charges in the Information including the existence of any exculpatory or favorable evidence or witnesses, discussed the Defendant's right to a public trial by jury or by the Court, the right to the assistance of counsel throughout the proceedings, the right to call witnesses in the Defendant's behalf and compel their attendance at trial by subpoena, the right to confront and cross-examine the Government's witnesses, the Defendant's right to testify in his own behalf, or to remain silent and have no adverse inferences drawn from his silence; and that the Defendant, with the advice of

counsel, has weighed the relative benefits of a trial by jury or by the Court versus a plea of guilty pursuant to this Agreement, and has entered this Agreement as a matter of the Defendant's free and voluntary choice, and not as a result of pressure or intimidation by any person.

7. The Defendant understands that, upon sentencing, the District of South Carolina will report his conviction to the Department of Justice's Bureau of Justice Assistance pursuant to 10 U.S.C. § 2408 for inclusion in the Defense Procurement Fraud Debarment Clearinghouse database and the System for Award Management of the General Services Administration. The Defendant understands that 10 U.S.C. § 2408 provides for a mandatory term of debarment of at least five years, which term may only be waived if the Secretary of Defense determines a waiver is in the interests of national security. The Defendant understands that he also may be subject to administrative action by other federal or state agencies, based upon the conviction resulting from this Plea Agreement and upon grounds other than 10 U.S.C. § 2408, and that this Plea Agreement in no way controls whatever action, if any, other agencies may take. The Defendant nevertheless affirms that he wants to plead guilty regardless of the debarment or administrative action consequences of his plea. Therefore, the Defendant waives

any and all challenges to his guilty plea and to his sentence based on the debarment or administrative action consequences of his plea, and agrees not to seek to withdraw his guilty plea, or to file a direct appeal or any kind of collateral attack challenging his guilty plea, conviction, or sentence based on such consequences of his guilty plea, other than for the reasons set forth in paragraph 8 of this agreement. However, the District of South Carolina agrees that, if requested, it will advise the appropriate officials of any governmental agency considering such administrative action of the fact, manner, and extent of any cooperation of the Defendant as a matter for that agency to consider before determining what administrative action, if any, to take.

8. The Defendant is aware that 18 U.S.C. § 3742 and 28 U.S.C. § 2255 afford every defendant certain rights to contest a conviction and/or sentence. Acknowledging those rights, the Defendant, in exchange for the concessions made by the Government in this Plea Agreement, waives the right to contest either the conviction or the sentence in any direct appeal or other post-conviction action, including any proceedings under 28 U.S.C. § 2255. This waiver does not apply to claims of ineffective assistance of counsel, prosecutorial misconduct, or future changes in the law that



affect the Defendant's sentence. This Agreement does not affect the rights or obligations of the Government as set forth in 18 U.S.C. § 3742(b). Nor does it limit the Government in its comments in or responses to any post-sentencing matters.

9. The parties hereby agree that this Plea Agreement contains the entire agreement of the parties; that this Agreement supersedes all prior promises, representations and statements of the parties; that this Agreement shall not be binding on any party until the Defendant tenders a plea of guilty to the court having jurisdiction over this matter; that this Agreement may be modified only in writing signed by all parties; and that any and all other promises, representations and statements, whether made prior to, contemporaneous with or after this Agreement, are null and void.

14 Dec 2021  
Date

12/14/21  
DATE

CLINTON KNIGHT  
CLINTON KNIGHT, DEFENDANT

J. SCOTT BISCHOFF, II  
J. SCOTT BISCHOFF, II  
ATTORNEY FOR THE DEFENDANT

M. RHETT DEHART  
ACTING UNITED STATES ATTORNEY

12/14/21  
Date

Allessandra Stewart  
ALLESSANDRA STEWART (#104755)  
ASSISTANT UNITED STATES ATTORNEY

**U. S. DEPARTMENT OF JUSTICE**  
**Statement of Special Assessment Amount**

**This statement reflects your special assessment only. There may be other penalties imposed at sentencing. This Special Assessment is due and payable at the time of the execution of the plea agreement.**

<b>ACCOUNT INFORMATION</b>	
<b>CRIM. ACTION NO.:</b>	
<b>DEFENDANT'S NAME:</b>	CLINTON KNIGHT
<b>PAY THIS AMOUNT:</b>	\$25.00
<b>PAYMENT DUE ON OR BEFORE:</b>	(date plea agreement signed)

**MAKE CHECK OR MONEY ORDER PAYABLE TO:**  
***CLERK, U.S. DISTRICT COURT***

**PAYMENT SHOULD BE SENT TO:**  
**Clerk, U.S. District Court**  
**Hollings Judicial Center**  
**85 Broad Street**  
**Charleston, SC 29401**

**OR HAND DELIVERED TO:**  
**Clerk's Office**  
**Hollings Judicial Center**  
**85 Broad Street**  
**Charleston, SC 29401 (Mon. – Fri. 8:30 a.m.– 4:30 p.m.)**

***INCLUDE DEFENDANT'S NAME ON CHECK OR MONEY ORDER (Do Not send cash)***

***ENCLOSE THIS COUPON TO INSURE PROPER and PROMPT APPLICATION OF PAYMENT***